

2003-04 Operation Step Up Contract

This agreement is made BETWEEN
Leon County, Florida referred to herein as the
"County" and Capital Area Chapter of the
American Red Cross referred to herein as
the "American Red Cross".

Now therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- I. **Agreement Period.** This agreement shall begin October 1, 2003 and continue until September 30, 2004. The American Red Cross may apply for additional sub-grant(s) for Operation Step Up programs during the 3rd year of the program, as funding is available.
- II. **County Services.** The County hereby engages for the American Red Cross to perform, in accordance with the terms and conditions set forth in this agreement. This agreement incorporates the proposal submitted by the American Red Cross with the modifications agreed upon herein. Operation Step Up programs and corresponding quarterly objectives to be undertaken through this contract are detailed in Attachment 1.
- IV. **Maximum Payment of Expenses.** This is a cost reimbursement grant, however an advance in the amount of one half of the total contract award is available upon execution of this contract. The County agrees to pay the American Red Cross an amount not to exceed \$15,000, in accordance with the attached budget(s) (Attachment 2).
- V. **Records and Documentation.** The American Red Cross agrees to maintain records of deliverables, including reports, program information and participant data. The American Red Cross will maintain records of all expenditures associated with Operation Step Up programs for a period of five years or until all outstanding audit issues have been resolved.
- VI. **Reporting.** The American Red Cross will submit quarterly reports. The quarterly reports must consist of a report on progress, a financial report for reimbursement that is consistent with the applicant's budget (Attachment 2) including supporting documentation, and an update of any local cash or in-kind match received. The reports are due as follows:

October – December 2003, due by January 1, 2004
January – March 2004, due by April 1, 2004
April – June 2004, due by July 1, 2004

July – September 2004, due by October 15, 2004

- VII. Quality Assurance and Evaluation.** The American Red Cross will track and document progress made toward accomplishing the deliverables of this contract. The American Red Cross agrees to permit persons duly authorized by the County to inspect any records, papers, documents, facilities and services of the American Red Cross that are relevant to this contract, and/or to interview any employees and volunteers to be assured of satisfactory performance of the terms and conditions of this contract. The American Red Cross will facilitate and/or coordinate inspections and/or interviews of the same at Partner organization(s).
- VIII. Sponsorship.** The American Red Cross agrees to, in publicizing, advertising, or describing the sponsorship of Operation Step Up, state “Sponsored by the Leon County Volunteer Center, Volunteer Florida!, and the Corporation for National and Community Service.” References to sponsorship in printed materials will present the four (4) sponsoring entities in the same font and size.
- IX. Professional Conduct.** The American Red Cross is, at all times during the conducting of the activities specified in this Agreement, a de facto representative of the County, the Florida Commission on Community Service, the Corporation for National and Community Service and of the State of Florida and is expected to engage in conduct that represents all parties in a professional manner.
- X. Indemnification.** Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provision of Section 768.28 Florida Statute.
- XI. Independent Center.** Both the County and the American Red Cross agree that the American Red Cross will act as an independent agency in the performance of its duties under this agreement. Accordingly, the American Red Cross shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the American Red Cross activities in accordance with this contract, including by way of illustration but not limitation, Federal income tax, Social Security, Unemployment Insurance taxes, and any other taxes or business license fees as required.
- XII. Termination of Services.** Nothing contained in this agreement shall confer upon the American Red Cross any rights to continue in contract with the County.
- A. Termination at Will.** This agreement may be terminated by either party upon no less than (30) calendar days notice in writing, without cause, unless both parties agree upon a lesser time. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- B. Termination Because of Lack of Funds.** In the event funds to finance this agreement become unavailable, the County may terminate the agreement upon no

less than twenty-four (24) hours notice in writing to the American Red Cross. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority as to the availability of funds.

- C. **Termination for Breach.** The County upon no less than twenty-four (24) hours notice may terminate this agreement for non-performance. If applicable, the County may employ the default provisions in Chapter 60A-1.006(3), FAC. Waiver of breach of any provisions of this agreement shall not be deemed to be a waiver of any other breach and shall not be construed as a modification of this agreement. The provisions herein do not limit the County's right to remedies at law or to damages.

In any case, the American Red Cross shall be paid for all work completed to the date of termination and for all non-cancelable obligations.

- XIII. **Overpayment.** In the event that the County, the American Red Cross or an auditor discovers an overpayment has been made, the American Red Cross will repay the overpayment within thirty (30) calendar days unless extenuating circumstances are deemed to exist by the County.
- XIV. **Governing Law.** This agreement shall be interpreted, construed, and governed in accordance with the laws of the State of Florida and CFDA# 94.002. The American Red Cross will rectify all compliance issues identified by the County in writing within the time period set forth or all future reimbursements will be withheld until the deficiencies are corrected. Written documentation should include an explanation of how all noted deficiencies were corrected or an acceptable justification, action plan and timeline of compliance for any deficiencies not corrected within the time period set forth.
- XV. **All Terms and Conditions Included.** This contract and its attachments as referenced below contain all the terms and conditions agreed upon by the parties.

Attachment 1 – Program Descriptions, Objectives and Anticipated Outcomes
Attachment 2 – Program Budget(s) and Budget Narrative(s)

The County and the American Red Cross agree to the above terms and conditions.

American Red Cross

Signature

Name

Title

Date

LEON COUNTY, FLORIDA

BY: _____
Jane Sauls, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

Attachment 1

Program Descriptions, Objectives and Anticipated Outcomes

Business Continuity

Program Goal: The community will become more disaster resistant and resilient by building the capacity of small businesses and no-profit agencies to resume providing goods and services to the community quickly after a disaster.

Oct. – Dec. 2003 The Capital Area Chapter of the American Red Cross will recruit four (4) senior volunteers (two teams of two volunteers each) with business and public speaking experience to serve as presenters. Volunteer Florida will conduct Business Continuity Train-the-Trainer for the presenters and staff from the Capital Area Chapter of the American Red Cross. The Capital Area Chapter of the American Red Cross will secure a local hazard analysis from emergency management for use in training area businesses.

Jan. – Mar. 2004 Each team will make two (2) community presentations to civic organizations. Presenters and staff from the Capital Area Chapter of the American Red Cross will conduct training for at least 16 new volunteers (eight (8) teams of two (2) volunteers each) recruited from the community presentations or by the Capital Area Chapter of the American Red Cross

Apr. – Jun. 2004 Each team will schedule and conduct free Business continuity on-site training and assessments for five small business operators or non-profit directors, and provide technical assistance on the preparation of Continuity of Operations Plans.

Jul. – Sep. 2004 Each team will schedule on-site training, assessment and technical assistance for eight (8) additional small business operators or non-profit directors. The Capital Area Chapter of the American Red Cross will notify the press of businesses and agencies completing the training and conduct a recognition event for program graduates and volunteers.

Anticipated Successful Program Outcomes: The enhanced preparedness of small businesses will minimize loss of production and sales that cause economic downturn. Enhanced preparedness will also minimize the impact of disaster on community and faith based organizations, allowing these agencies to better serve their clients quickly following a disaster. The community's economy and tax base will be more resilient following a disaster and recovery time will be minimized

Amateur Radio Communications

Program Goal: Through Operation Step Up, the Capital Area Chapter of the American Red Cross will strengthen the local emergency communications network by helping the amateur radio club to recruit and train new generations of amateur radio operators.

Oct. – Dec. 2003 The Capital Area Chapter of the American Red Cross will mentor an amateur radio organization in volunteer recruitment and management. If needed, the Capital Area Chapter of the American Red Cross, in collaboration with Volunteer Florida, will identify an appropriate training curriculum to be used to train new members. Volunteer Florida will provide promotional information about the Volunteer Center - Radio club partnership and the need for radios for new operators. The Capital Area Chapter of the American Red Cross will use the information in a campaign to promote the donation or sale of used radio equipment to new operators for disaster response.

Jan. – Mar. 2004 The Capital Area Chapter of the American Red Cross will recruit and facilitate the training of five (5) new volunteer radio operators. Center will encourage veteran and new radio operators to participate in local emergency management meetings and will maintain records of their attendance.

Apr. – Jun. 2004 The Capital Area Chapter of the American Red Cross will recruit and facilitate the training of 10 new volunteer radio operators. The Capital Area Chapter of the American Red Cross will work with the amateur radio organization and emergency management to coordinate a training exercise.

Jul. – Sep. 2004 The Capital Area Chapter of the American Red Cross will promote additional emergency management training for both veteran and new radio operators, and will maintain records of additional emergency management training received. The Capital Area Chapter of the American Red Cross will work with the amateur radio organization to provide a recognition event to honor volunteers and radio equipment donors.

Anticipated Successful Program Outcomes: The local radio club will experience a growth in trained, licensed membership. The new radio operators will have access to any locally available used equipment. Club members will be better informed about current disaster plans through participation in emergency management meetings and training. The local emergency communications network will be strengthened.

Budget Summary

(Instructions on back)

Attachment # 2
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1. Organization (Name and complete address)				
Leon County Volunteer Center 918 Railroad Ave Tallahassee Fl 32310				
2. Employer Identification Number:				
47-00-025805-53C				
3. Program Title and Period:				
Business Continuity				
	Federal Funds	Cash Match	In-Kind Match	6. Total
4a. Personnel	<u>5,000</u>		<u>10,000</u>	<u>15,000</u>
b. Fringe Benefits	<u>600</u>			<u>600</u>
c. Travel	<u>600</u>			<u>600</u>
d. Equipment				
e. Supplies	<u>1,300</u>	<u>10,000</u>	<u>1,300</u>	<u>12,600</u>
f. Other <i>as described in budget narrative</i>				
5. Totals	<u>7,500</u>	<u>10,000</u>	<u>11,300</u>	<u>28,800</u>
	<small>max. \$7500</small>			

**Business Continuity
Initiative
Budget Summary Narrative**

4a. Personnel: *Federal Funds* - \$5,000 towards a part time employee's salary
In-Kind Match - \$10,000 in Disaster Services Volunteer hours

Total - \$15,000

4b. Fringe Benefits: *Federal Funds* - \$600

4c. Travel: *Federal Funds* - \$600

4d. Equipment: N/A

4e. Supplies: *Federal Funds* - \$1,300 in training supplies
Cash Match - \$10,000 NOAA Weather Radios
In-Kind Match - \$1,300 in training supplies

Total - \$12,600

4f. Other: N/A

Totals: *Federal Funds* - \$7,599
Cash Match - \$510,000
In-Kind Match - \$11,300

Budget Summary

(Instructions on back)

1. Organization (Name and complete address)

Leon County Volunteer Center 918 Railroad Ave Tallahassee FL 32310

2. Employer Identification Number:

47-00-025805-53C

3. Program Title and Period:

Amateur Radio Communications

	Federal Funds	Cash Match	In-Kind Match	6. Total
4a. Personnel	<u>5,000</u>		<u>10,000</u>	<u>15,000</u>
b. Fringe Benefits	<u>600</u>			<u>600</u>
c. Travel	<u>300</u>			<u>300</u>
d. Equipment				
e. Supplies	<u>1,600</u>			<u>1,600</u>
f. Other <i>as described in budget narrative</i>				
5. Totals	<u>7,500</u>		<u>10,000</u>	<u>17,500</u>
	<small>max. \$7500</small>			

**Amateur Radio Communications
Initiative
Budget Summary Narrative**

4a. Personnel: *Federal Funds* - \$5,000 towards a part time employee's salary
Cash Match - \$5,000 in Disaster Services Volunteer hours

Total - \$15,000

4b. Fringe Benefits: *Federal Funds* - \$600

4c. Travel: *Federal Funds* - \$300

4d. Equipment: N/A

4e. Supplies: *Federal Funds* - \$1,600 in training supplies

4f. Other: N/A

Totals: *Federal Funds* - \$7,500
In-Kind Match - \$10,000